RECENT CASES

ACCORD AND SATISFACTION—PART PAYMENT—BY CHECK.—ROACH v. WARREN, NEELY & Co., 44 So. (ALA.) 103.—*Held,* that where defendant was indebted to plaintiff, and sent him a check for part of the amount, plaintiff in collecting the check, was not bound to accept it in full of account, though the check so stated.

With but one exception, it is settled law in the United States, that when a debt is liquidated and due, in the absence of a release under seal, payment of a less sum is not a satisfaction, *Fire Insurance Association v. Wickham,* 14 U. S. 564, the agreement being void for want of consideration. *Curran v. Rummell,* 118 Mass. 482; *contra, Clayton v. Clark,* 74 Miss. 499, overruling *Surrus v. Gordon,* 57 Miss. 93. But when a claim is unliquidated, payment and acceptance of a less sum given in satisfaction operates as accord and satisfaction. *Brockley v. Brockley,* 122 Pa. 1. In such case, the concession made by one is a good consideration for the concession made by the other. *Nassoiy v. Tomlinson,* 148 N. Y. 326. Accordingly, by weight of authority, when a claim is in dispute and debtor sends a check for less sum "in full payment" the retention thereof constitutes an accord and satisfaction. *Ostrander v. Scott,* 161 Ill. 329; *Hull v. Johnson,* 22 R. S. 66. But in *Day v. McLea,* 58 L. J. 2 B. 293, it is held that the mere retention of check is not conclusive. To the same effect is *Tompkins v. Hill,* 145 Mass. 379. And where a party receives a check for amount claimed by debtor to be due, and sends debtor a protest, it is declared to be a question for the jury whether there is an accord and satisfaction. *Robinson v. Detroit, etc., R. Co.,* 84 Mich. 658.

CARRIERS—EJECTION OF PASSENGER—ACTION—DAMAGES—HUMILIATION.—BRENNER v. JONESBORO, L. C. & E. RY. CO.—100 S. W. (ARK.) 893.—*Held,* that it was proper not to submit to the jury the issue of humiliation, in an action for the ejection of a passenger from the train, who had been unable to purchase a ticket from station-agent on account of the agent's negligence, in which he testified that he was willing to get off if the conductor refused to accept the regular fare, but that he intended to make the conductor put him off, in order that he might bring an action.

A person wrongfully ejected from a train may recover for humiliation and injury to his wounded feelings. *Chicago, St. Louis, & Pittsburgh Ry. Co. v. Holdridge,* 118 Ind. 281; *Harding v. L. E. & W. Ry. Co.,* 36 Hun. (N. Y.) 72. It is unlawful to expel a passenger, who has been unable to purchase a ticket on account of the office not being open long enough prior to the arrival of the train, when the conductor is offered the regular fare. *Chicago & Alton Ry. Co. v. Flagg,* 43 Ill. 364. But where a party enters a train, in expectation of being put off, in order to institute a suit for damages, for humiliation, and is put off without necessary violence, he has no cause of action. *St. Louis & San Francisco Ry. Co. v. Trimble,* 54 Ark. 354.

CARRIER—LIMITATION OF LIABILITY—EFFECT.—BATES v. WEIR, 105 N. Y. SUP. 785.—*Held,* that where a contract for the shipment of goods by express